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Attorney for Defendant

**UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
EUGENE DIVISION**

DANIEL GREZIK

Plaintiff,

v.

TD BANK USA, N.A.,

Defendant.

Docket No: 0:19-cv-1600

**NOTICE OF REMOVAL**

**TO THE CLERK OF THE UNITED STATES DISTRICT COURT, DISTRICT OF  
OREGON, EUGENE DIVISION:**

PLEASE TAKE NOTICE that, pursuant to 28 USC §§ 1331, 1441, and 1446, Defendant TD BANK USA, N.A. ("TD Bank") hereby removes to this Court the case now pending in the Circuit Court of the State of Oregon, Marion County as *Grezik v. TD Bank USA, N.A.*, Case No. 19-SC-37726.

As grounds for removal, TD Bank states as follows:

1. Plaintiff filed a complaint in this action now pending in the Circuit Court of the State of Oregon, Marion County as *Grezik v. TD BANK USA, N.A.*, Case No. 19-SC-37726. A copy of the Complaint is attached hereto.

2. The Complaint was received by Defendant on September 24, 2019.

3. The Complaint alleges that the Defendant violated the Federal Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq ("FDCPA"). Accordingly, this action may be removed pursuant to 28 U.S.C. § 1441(b) as this Court has federal question jurisdiction under 28 U.S.C. §1331.

4. Additionally, the Court has supplemental jurisdiction over any state law claims, to the extent such claims exist, pursuant to 28 U.S.C. § 1367.

5. This Notice of Removal is timely filed under 28 USC §1446(b), which provides that a notice of removal must be filed within 30 days after a defendant receives, by service or otherwise, the initial pleading.

6. Pursuant to 28 USC §1331, 1441, and 1446, removal of the above-captioned state court action to this Court is appropriate.

7. Pursuant to 28 USC §1441(a), removal is made to this Court as the district and division embracing the place where the state action is pending.

8. TD Bank makes no admission of liability by this Notice and expressly reserves its right to raise all defenses and objections to Plaintiff's claims after the action is removed to the above Court, including, without limitation, any objections to the merits and sufficiency of the Plaintiff's pleadings and class claims, including, without limitation, the sufficiency of service of process.

9. TD Bank is providing to *pro se* plaintiff written notice of the filing of this Notice of Removal. Furthermore, TD Bank is filing a copy of this Notice of Removal with the Clerk of the Circuit Court of Marion County, Oregon, where the action is currently pending.

WHEREFORE, Defendant TD BANK USA, N.A. respectfully requests that this action be removed from the Circuit Court of the State of Oregon, Marion County to the United States District Court District of Oregon.

**DATED** this 7<sup>th</sup> day of October, 2019.

BRISBEE & STOCKTON LLC

By: /s/ William H. Stockton

William H. Stockton, OSB #743163

Attorneys for Defendant

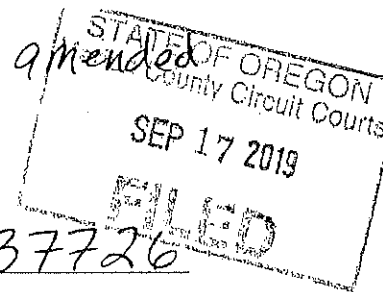
P. O. Box 567

Hillsboro, Oregon 97123

whs@brisbeeandstockton.com

(503) 648-6677

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MARION  
Small Claims Department



DANIEL GREZIK

Plaintiff

(Inmate SID #, if applicable, \_\_\_\_\_)

v.  
TD BANK USA N.A.

Defendant

☐ Defendant is a public body

Case No: 19SC37726

**SMALL CLAIM AND  
NOTICE OF SMALL CLAIM**  
Filing fee at ORS 46.570

☐ Subject to UTCR 5.180(3)  
☐ Subject to ORS 646A.670(1) and UTCR 5.180(2)

**PLAINTIFF** (☐ Additional on attached page)

DANIEL GREZIK

Name

4438 Northside Dr NE

Street

Keizer, OR 97303

City / State / Zip

971 275 7958

Phone

MARION

County

**DEFENDANT** (☐ Additional on attached page)

TD BANK USA N.A.

Name (enter Registered Agent, if necessary, on next page)

7000 TARGET PARKWAY N.

Street (do not use a P.O. Box)

BROOKLYN PARK, MN 55445-4301

City / State / Zip

1 888 751 9000

Phone

Hennepin

County

➤ I need an interpreter: ☐ Spanish ☐ Russian ☐ other: \_\_\_\_\_

I, Plaintiff, claim that on or about (date) 8-22-2019, the above-named defendants owed me the sum of (or property valued at) \$ 1000.<sup>00</sup> because \_\_\_\_\_

FDCPA Violation

SEE Exhibits A-K

\_\_\_\_\_, and this amount is still due.

I have paid (or will pay):

filing fees of \$ 55.00

and service costs of \$ 0

Claim	\$ <u>1000.<sup>00</sup></u>
+ Fees	\$ <u>55.00</u>
+ Costs	\$ <u>0</u>
TOTAL	\$ <u>1055.<sup>00</sup></u>

### DECLARATION OF GOOD FAITH EFFORT

I, Plaintiff, have made a good faith effort to collect this claim from the defendants before filing this claim with the court clerk.

(Describe your efforts): I ASKed the Company to Send me proof of the debt WAS owed. They didnt have any paperwork to Prove the debt WAS owed. I ASKed Them to Remove the debt Since they had no Contract withe me Personally. They Refused to Follow the law.

If this case is subject to ORS 646A.670(1) (see the box at the top of page 1)

See the Oregon Judicial Department website for information about debt collection cases:  
[www.courts.oregon.gov/debtcollection](http://www.courts.oregon.gov/debtcollection)

☐ I have complied with ORS 646A.670(1) and UTCR 5.180. A completed *Consumer Debt Collection Disclosure Statement* is attached and incorporated into this pleading as required by UTCR 5.180(2)(iii).

**I hereby declare that the above statements are true to the best of my knowledge and belief. I understand they are made for use in court and I am subject to penalty for perjury.**

9-16-2019  
Date

By: [Signature]  
Plaintiff Signature  
Daniel Grezik  
Plaintiff Name (print)

#### DEFENDANT'S REGISTERED AGENT:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street (do not use a P.O. Box)

\_\_\_\_\_  
City / State / Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
County

**NOTICE TO DEFENDANT:**  
**READ THESE PAPERS CAREFULLY!**

Within **14 DAYS\*** after receiving this notice you **MUST** do **ONE** of the following things in writing:

- Pay the claim plus filing fees and service expenses paid by plaintiff (send payment directly to the plaintiff, not to the court) **OR**
- Demand a hearing and pay the fee required (below) **OR**
- Demand a jury trial and pay the fee required (below). This option is available **only** if amount claimed is more than \$750.

If you fail to do one of the above within 14 DAYS\* after you get this notice, the plaintiff may ask the court to enter a judgment against you. The judgment will be for the amount of the claim, plus filing fees and service costs paid by the plaintiff, plus a prevailing party fee. If you are not able to respond in time because you are in active military service of the United States, talk to a legal advisor about the Servicemembers Civil Relief Act.

**COURT NAME / ADDRESS / PHONE #**

> MARION County Circuit Court  
> 100 High St. Salem OR 97301  
> 503 581 5105

**Defendant's Filing Fees** (must be filled in by the PLAINTIFF):

(1) To demand a hearing if the amount claimed is \$2,500 or less	\$ <u>55</u>
(2) To demand a hearing if the amount claimed is more than \$2,500	\$ <u>99</u>
(3) To demand a jury trial (only if amount claimed is over \$750)	\$ <u>165</u>

You can fill out and file your *Response* online at [www.courts.oregon.gov/forms](http://www.courts.oregon.gov/forms). If you have questions about filing procedures, go to [www.courts.oregon.gov](http://www.courts.oregon.gov). Or you may contact the court clerk. The clerk *cannot* give you legal advice about the claim.

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**\*NOTE:** If the plaintiff is an inmate (ORS 30.642) AND the defendant is a government agency or other public body (ORS 30.260), the defendant must respond within **30 days** after receiving this Notice.

9/17/2019

15 U.S. Code § 1692g - Validation of debts | U.S. Code | US Law | LII / Legal Information Institute

Exhibit A

## 15 U.S. Code § 1692g. Validation of debts

U.S. Code      Notes

**(a) NOTICE OF DEBT; CONTENTS** Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

### **(b) DISPUTED DEBTS**

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any

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15 U.S. Code § 1692g - Validation of debts | U.S. Code | US Law | LII / Legal Information Institute

disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

**(c) ADMISSION OF LIABILITY**

The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.

**(d) LEGAL PLEADINGS**

A communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a).

**(e) NOTICE PROVISIONS**

The sending or delivery of any form or notice which does not relate to the collection of a debt and is expressly required by title 26, title V of Gramm-Leach-Bliley Act [15 U.S.C. 6801 et seq.], or any provision of Federal or State law relating to notice of data security breach or privacy, or any regulation prescribed under any such provision of law, shall not be treated as an initial communication in connection with debt collection for purposes of this section.

(Pub. L. 90-321, title VIII, § 809, as added Pub. L. 95-109, Sept. 20, 1977, 91 Stat. 879; amended Pub. L. 109-351, title VIII, § 802, Oct. 13, 2006, 120 Stat. 2006.)



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§ 3-501. PRESENTMENT. | Uniform Commercial Code | US Law | LII / Legal Information Institute

Exhibit B

## § 3-501. PRESENTMENT.

(a) "**Presentment**" means a demand made by or on behalf of a person entitled to enforce an instrument (i) to pay the instrument made to the drawee or a party obliged to pay the instrument or, in the case of a note or accepted draft payable at a bank, to the bank, or (ii) to accept a draft made to the drawee.

(b) The following rules are subject to Article 4, agreement of the parties, and clearing-house rules and the like:

(1) Presentment may be made at the place of payment of the instrument and must be made at the place of payment if the instrument is payable at a bank in the United States; may be made by any commercially reasonable means, including an oral, written, or electronic communication; is effective when the demand for payment or acceptance is received by the person to whom presentment is made; and is effective if made to any one of two or more makers, acceptors, drawees, or other payors.

(2) Upon demand of the person to whom presentment is made, the person making presentment must (i) exhibit the instrument, (ii) give reasonable identification and, if presentment is made on behalf of another person, reasonable evidence of authority to do so, and (iii) sign a receipt on the instrument for any payment made or surrender the instrument if full payment is made.

(3) Without dishonoring the instrument, the party to whom presentment is made may (i) return the instrument for lack of a necessary indorsement, or (ii) refuse payment or acceptance for failure of the presentment to comply with the terms of the instrument, an agreement of the parties, or other applicable law or rule.

(4) The party to whom presentment is made may treat presentment as occurring on the next business day after the day of presentment if the party to whom presentment is made has established a cut-off hour not earlier than 2 p.m. for the receipt and processing of instruments presented for payment or acceptance and presentment is made after the cut-off hour.

< PART 5. DISHONOR up § 3-502. DISHONOR. >

9/17/2019

§ 3-104. NEGOTIABLE INSTRUMENT. | Uniform Commercial Code | US Law | LII / Legal Information Institute

Exhibit C

## § 3-104. NEGOTIABLE INSTRUMENT.

(a) Except as provided in subsections (c) and (d), "**negotiable instrument**" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:

(1) is payable to bearer or to order at the time it is issued or first comes into possession of a holder;

(2) is payable on demand or at a definite time; and

(3) does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor.

(b) "**Instrument**" means a negotiable instrument.

(c) An order that meets all of the requirements of subsection (a), except paragraph (1), and otherwise falls within the definition of "check" in subsection (f) is a negotiable instrument and a check.

(d) A promise or order other than a check is not an instrument if, at the time it is issued or first comes into possession of a holder, it contains a conspicuous statement, however expressed, to the effect that the promise or order is not negotiable or is not an instrument governed by this Article.

(e) An instrument is a "**note**" if it is a promise and is a "**draft**" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may treat it as either.

(f) "**Check**" means (i) a draft, other than a documentary draft, payable on demand and drawn on a bank or (ii) a cashier's check or teller's check. An instrument may be a check even though it is described on its face by another term, such as "money order."

(g) "**Cashier's check**" means a draft with respect to which the drawer and drawee are the same bank or branches of the same bank.

(h) "**Teller's check**" means a draft drawn by a bank (i) on another bank, or (ii) payable at or through a bank.

9/17/2019

§ 3-104. NEGOTIABLE INSTRUMENT. | Uniform Commercial Code | US Law | LII / Legal Information Institute

(i) "**Traveler's check**" means an instrument that (i) is payable on demand, (ii) is drawn on or payable at or through a bank, (iii) is designated by the term "traveler's check" or by a substantially similar term, and (iv) requires, as a condition to payment, a countersignature by a person whose specimen signature appears on the instrument.

(j) "**Certificate of deposit**" means an instrument containing an acknowledgment by a bank that a sum of money has been received by the bank and a promise by the bank to repay the sum of money. A certificate of deposit is a note of the bank.

< § 3-103. DEFINITIONS. up § 3-105. ISSUE OF INSTRUMENT. >

## Uniform Commercial Code Toolbox

- [About Uniform Laws](#)
- [State Uniform Commercial Codes](#)

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Exhibit D

**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**POSTAGE TOTAL USE**

Certified Mail Fee \$ 2.80

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$ 2.80

☐ Return Receipt (electronic) \$ 0.00

☐ Certified Mail Restricted Delivery \$ 0.00

☐ Adult Signature Required \$ 0.00

☐ Adult Signature Restricted Delivery \$ 0.00

Postage \$ 1.45

Total Postage and Fees \$ 4.25

Sent To TD Bank USA Target CARD

Street and Apt. No., or PO Box No. \_\_\_\_\_

City, State, ZIP+4® \_\_\_\_\_

PS Form 3811, July 2015 PSN 7530-02-000-9053 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
TD Bank / TARGET CREDIT CARD  
Po box 1470  
Minneapolis, MN 55440



9590 9402 3715 7335 0672 14

2. Article Number (Transfer from service label)

7017 1450 0000 6035 0180

A. Signature Wayne Sarr ☐ Agent ☐ Addressee

B. Received by (Printed Name) Wayne Sarr C. Date of Delivery \_\_\_\_\_

D. Is delivery address different from item 1? ☐ Yes ☐ No  
 If YES, enter delivery address below: \_\_\_\_\_

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®

☐ Adult Signature Restricted Delivery ☐ Registered Mail™

☐ Certified Mail® ☐ Registered Mail Restricted Delivery

☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise

☐ Collect on Delivery ☐ Signature Confirmation™

☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery

☐ Mail Restricted Delivery (00)

Exhibit E

## Validation Letter

FROM: DANIEL GREZIK  
4438 NORTHSIDE DRIVE NE  
KEIZER, OREGON 97303

TO: TD BANK/TARGET CREDIT CARD  
PO BOX 1470  
MINNEAPOLIS, MN 55440

DATE: JULY 16TH 2019

VIA: Certified Mail # 70171450000060350180

Re: TARGET RED CREDIT CARD Account ENDING IN 5419

Provide licensing, documents proving registration at Secretary of State and permitting information that proves you are legally allowed to collect on, issue and/or originate promissory notes of the In God We Trust/USA Inc., colloquially known as "dollars" from current trustee(s) of the trust you claim you represent as an agent or principle/trustee.

If you are unable to validate this debt, you agree DANIEL GREZIK is a victim of identity fraud.

You are hereby in receipt of notice under the authority of the Fair Debt Collections Practices Act - FDCPA - regarding your above referenced file number that part, or all, of the alleged debt is DISPUTED and hereby demand validation and verification, in writing to include but not be limited to these items:

1. An authentic contract signed, by both parties, and other supporting documentation that gave rise to the alleged obligation you are claiming owed. Please be advised. **A COPY of the said Note nor an Affidavit of Loss or any other forms will not be acceptable** and is proof, agreement to and evidence of "domestic terrorism". Please send information on where this original contract is and when it can be viewed.
2. An authentic invoice for goods and/or services you provided.
3. You will prove that you are the originator and lender of the funds, if in fact you claim to be, and that the In God We Trust/USA Inc. nor any other entity besides your organization originated these funds.
4. Production of the account and general ledger statement showing the full accounting of the alleged obligation you are attempting to collect from me, signed and sworn by the person responsible for maintaining these records and having first-hand knowledge as to

their accuracy and authenticity, and able to testify under oath to that effect.

5. Under the Truth in Lending Act pursuant to 15 USC §§ 1601-1667j (full disclosure), I have a right to know who the true party of interest in this transaction is.

6. Please also stipulate for the record whether or not the alleged loan has been securitized, and if so, the name and all other information of the financial instrument the alleged loan is bundled with.

7. Under US Code TITLE 15 > CHAPTER 41 > SUBCHAPTER V > § 1692g part b), this debt is now officially in dispute. By law, all collection activities must cease until this matter is resolved. You are hereby given notice. Blatant disregard for this law is subject to fines by the FTC and is a criminal offense known as "domestic terrorism" among other criminal acts you are engaged in.

8. Litigation is very expensive for you and should be avoided. This is my good faith attempt to resolve this matter before I am forced to litigate and record Notice of Lien against your company and its assets starting with its corporate headquarters, criminal and civil complaints, etc. etc. I am willing to resolve this matter privately and civilly as to avoid burdening our courts and county recorders with this matter. Please notify me of your settlement offer in writing.

9. Further contact to collect on this debt after receipt of this notice without providing procedurally proper validation of the alleged debt constitutes a scheme of fraud by advancing a writing that you know or should know is false, with the intention that the courts and/or others rely on the written communication to impair or damage my personal credit rating, my reputation, my standing in the community as well as intentionally inflicting financial and emotional harm upon me which are all acts of "domestic terrorism". I take this notice, and my rights, very seriously and expect you to do the same.

In the event that this debt is not validated by you as required by the Fair Debt Collections Practices Act, you have a legal responsibility to terminate the claim and correct any negative credit reporting which may have been made in connection with this alleged debt. You may want to obtain a legal opinion on this, but I believe that would constitute a scheme of fraud if this debt were to be resold; assuming that you have not in fact already sold the note it is trying to collect on which would prove they had already been paid on the note they are trying to collect on, yet another scheme of fraud the employees, owners and auditors would all be personally and professionally liable for individually and collectively as collusion for the reason of "domestic terrorism" would be easily evident. I also will not respond to any future correspondence which is not signed or does not indicate who at your firm has sent the correspondence. Failure to provide these items shall mean your admission that you have no legal claim and that your claim is proof of "domestic terrorism".

BY: \_\_\_\_\_

Date: **JULY 16TH 2019**

Exhibit F

## Settlement Offer

FROM: DANIEL GREZIK  
4438 NORTHSIDE DRIVE NE  
KEIZER, OREGON 97303

TO: TD BANK/TARGET CREDIT CARD  
PO BOX 1470  
MINNEAPOLIS, MN 55440

DATE: JULY 16TH 2019

VIA: Certified Mail # 70171450000060350180

Re: TARGET RED CREDIT CARD Account ENDING IN 5419

If you cannot demonstrate validation of this debt within 30 days for the person's credit report noted in the included **VALIDATION LETTER**; the **NOTICE AND DEMAND FOR PAYMENT**, included, is due. In addition, no presentment of proof of license, contractual agreement and/or permit to regulate, issue or collect on the promissory notes of the In God WeTrust/USA Inc. has been demonstrated. This settlement offer gives two settlement options.

1. If an original letter is received within 30 calendar days of this letter's postmark, stating to the credit reporting bureaus that full satisfaction of this debt has been met and that the item(s) will be corrected on all credit reports and public records where is its recorded, no further action is required on your part and the fee due on the **NOTICE AND DEMAND FOR PAYMENT** is waived.
2. You accept any and all legal actions will move forward to recoup the fine due on the **NOTICE AND DEMAND FOR PAYMENT** included based on the **NOTICE OF CONTRACT CHANGE** included and your lack of proof of alleged debt as required and described in the included **VALIDATION LETTER** included for the inquiries.

BY: \_\_\_\_\_

Date: JULY 16TH 2019



Exhibit G

## Notice and Demand for Payment

FROM: DANIEL GREZIK  
4438 NORTHSIDE DRIVE NE  
KEIZER, OREGON 97303

TO: TD BANK USA/TARGET CREDIT CARD  
PO BOX 1470  
MINNEAPOLIS, MN 55440

DATE: JULY 16TH 2019

VIA: Certified Mail # 7017145000060350180

Re: TARGET RED CREDIT CARD Account ENDING IN 5419

Since no validation of debt occurred for the alleged debt, you have harmed and injured the person named in the **VALIDATION LETTER** to the value of the debt that is invalidated, \$ 3111.00 at 23.24% interest, and this notice is to recoup the debt you now owe and the \$1,000.00 fine value for the FDCPA violation.

That makes the total due upon receipt of \$ 3111 + 1000. A notice of lien will be recorded against any and all assets both personal and business to recoup this amount due upon receipt. Please remit payment immediately.

BY:  \_\_\_\_\_

Date: JULY 16TH 2019





## Jurat Certificate

State of Oregon

County of Manson

Subscribed and sworn to (or affirmed) before me on this 16<sup>th</sup>

day of July, 2019, by Daniel Grezik

Place Seal Here

Notary Signature



OFFICIAL STAMP  
CASSANDRA LYNN OLSON  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 956647  
MY COMMISSION EXPIRES NOVEMBER 13, 2020

### Description of Attached Document

Type or Title of Document

Notice and Demand for payment

Document Date

July 16, 2019

Number of Pages

1

Signer(s) Other Than Named Above

none

TD Bank/  
Target Rec

Exhibit H

## Notice of Contact Change

FROM: DANIEL GREZIK  
4438 NORTHSIDE DRIVE NE  
KEIZER, OREGON 97303

TO: TD BANK/TARGET CREDIT CARD  
PO BOX 1470  
MINNEAPOLIS, MN 55440

DATE: JULY 16TH 2019

VIA: Certified Mail # 70171450000060350180

Re: TARGET RED CREDIT CARD Account ENDING IN 5419

Since there is a contract alleged but you have not produced proof of a creditor/debtor as alleged between the parties, see included **VALIDATION LETTER**; this is notice of contract change. The contract will change to be a complete termination of that contract with final terms to that alleged contract for performance to be that there is no longer any contract between the parties and need perform no further items in performance of alleged contract.

If this notice remains unrebutted within 30 days of receipt it becomes accepted.

Final performance of alleged contract requires TD BANK/TARGET CREDIT CARD to pay in full **NOTICE AND DEMAND FOR PAYMENT** included or write all credit reporting bureaus and DANIEL GREZIK a letter within 30 days stating this debt is satisfied and will never be collected on again.

BY: \_\_\_\_\_

Date: JULY 16TH 2019

Exhibit I

U.S. Postal Service  
CERTIFIED MAIL RECEIPT

MINNEAPOLIS, MN 55440

Postmark: 07/22/2019

City, State, ZIP+4<sup>®</sup>: 5419

Sent To: TD BANK/TARGET CREDIT CARD

Street and Apt. No., or PO Box No.

Postage: \$0.55

Total Postage and Fees: \$6.85

Extra Services & Fees (check box, add fee as appropriate):

- ☐ Return Receipt (hardcopy) \$0.00
- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Certified Mail Fee: \$2.50

Postage and Fees: \$2.80

7017 1450 0000 6035 0234

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY		
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:  <b>TD BANK/TARGET CREDIT CARD</b>  <b>PO box 1470.</b>  <b>MINNEAPOLIS, MN 55440</b></p> <p>2. Article Number (Transfer from service label)  <b>7017 1450 0000 6035 0234</b></p>	<p>A. Signature  <b>X</b> <i>Wayne Satre</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <b>Wayne Satre</b></p> <p>C. Date of Delivery  <b>Jul 25 2019</b></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No          If YES, enter delivery address below:</p> <p>3. Service Type</p> <table border="0"> <tr> <td> <input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery </td> <td> <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery </td> </tr> </table>	<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery		

9590 9402 3715 7335 0672 69

PS Form 3811, July 2015 PSN 7530-02-000-9063 Domestic Return Receipt

Exhibit

J

## Removal of Errant Account

FROM: DANIEL GREZIK  
4438 NORTHSIDE DRIVE NE  
KEIZER, OREGON 97303

TO: TD BANK/TARGET CREDIT CARD  
PO BOX 1470  
MINNEAPOLIS, MN 55440

DATE: 07/20/2019

VIA: Certified Mail # 70171450000060350234

Re: TARGET RED CREDIT CARD Account ENDING IN 5419

This invalidated account is errant and your company must send a notice saying the account is satisfied immediately or sanctions will begin for your attempts to collect this account illegally. Please send information as to when this zero balance account will be removed from the credit reports.

This is a final statement of your account. Please pay in full the amount due within 30 days or less to stop further collections that you agreed to in the last mailing you were sent. Since this is an illegally collected debt you have harmed and injured me personally the exact amount of this illegally collected debt and so now your company owes this amount in full to me personally.

Your prompt payment is appreciated. Please remit payment in full as shown on the enclosed Notice of Lien immediately or send the letter saying the account has been satisfied in full and no further payments are required for this illegally collected debt.

BY: \_\_\_\_\_

Date: 07/20/2019

Exhibit K

## Notice of Lien

FROM: DANIEL GREZIK  
4438 NORTHSIDE DRIVE NE  
KEIZER, OREGON 97303

TO: TD BANK/TARGET CREDIT CARD  
PO BOX 1470  
MINNEAPOLIS, MN 55440

DATE: 07/20/2019

VIA: Certified Mail # 70171450000060350234

Notice of Lien is due in the amount of \$ 4111.00 with an interest rate of 23.24%. Pay within 30 days for no interest to accrue, additional fees or further collection actions to follow. Please remit payment immediately.

BY: \_\_\_\_\_

Date: 07/20/2019

DANIEL GREZIK  
4438 Northside Dr NE  
KEIZER, OR 97303



1021



55445

U.S. POSTAGE PAID  
TCM LG ENV  
KEIZER, OR  
97303  
SEP 17, 19  
AMOUNT  
**\$7.75**  
R2304H108533-11

**CERTIFIED MAIL**



7019 0140 0000 1382 6851

RGS received  
SEP 20 2019

TD BANK USA N.A.  
7000 TARGET PARKWAY N.  
Brooklyn PARK, MN 55445-4301

**CERTIFICATE OF SERVICE**

I hereby certify that I served the foregoing **NOTICE OF REMOVAL OF ACTION**  
on the following party(ies):

Daniel Grezik  
4438 Northside Drive N. E.  
Keizer, Oregon 97303

Pro Se

by mailing a true and correct copy thereof to said party(ies) on the date stated below.

DATED this 7<sup>th</sup> day of October, 2019.

/s/ William H. Stockton  
William H. Stockton, OSB #743163  
whs@brisbeeandstockton.com  
Attorneys for Defendant